

AMENDMENT ONE

TO SERVICES AGREEMENT

BETWEEN TRILLION PARTNERS, INC. AND ALAMOGORDO PUBLIC SCHOOLS



This is an amendment to the Services Agreement between Trillion Partners, Inc. ("Trillion") and Customer which was effective on February 5, 2007 ("Agreement"), and this Amendment is hereby agreed to by the parties and is effective on the Amendment One Effective Date indicated below by Trillion. In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

A-1. Entire Amendment. The Agreement and all Exhibits attached thereto shall remain in full force and effect except to the limited extent described in Section A-2 below. This Amendment is intended to be a minor amendment to the Services Agreement executed by Customer on the Effective Date listed below. The parties represent, warrant, and agree that this Amendment is within the scope of the original Agreement and has no effect or merely a negligible effect on price, quantity, quality, or delivery under the original contract. No modification or waiver of any provision hereof will be effective unless made in writing and signed by both parties. No valid handwritten alterations have been made to the typed print of this Amendment. This Agreement may be executed in two or more counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Faxed signatures will be relied upon as original signatures in all respects.

A-2. MODIFICATIONS TO SERVICES AGREEMENT.

A-2.1 Customer to Pay After E-Rate Amount; Provide Copies of E-Rate Notices.

A-2.1.a Section 4.1(b) of the Agreement is amended to read as follows:

(b.) Service Fee: Customer shall pay Trillion the Total Annual Service Charge – All Sites – After E-Rate listed in the Description of Services on an annual basis within thirty (30) days of the receipt of an invoice for such amount each year during the Term. If the E-Rate Program funds less than the estimated amount listed in the Description of Services for any reason, Customer shall pay the difference upon invoice from Trillion. Customer must file a correctly completed Form 486 with the Schools and Libraries Division within ten (10) days after the date of issuance of a Funding Commitment Decision Letter approving at least a portion of the funding for the Services. Failure to timely file such a Form 486 shall obligate Customer to pay in full the Total Annual Service Charge – All Sites – Before E-Rate amount within ten (10) days of receipt of an invoice from Trillion.

A-2.1.b Section 5.2(d) of the Agreement is amended to read as follows:

(d.) Customer shall promptly deliver to Trillion copies of any and all correspondence, notices, and forms received from Schools and Libraries Division that apply to Trillion's Services no later than three (3) days after Customer received such document. Customer shall use its best efforts to obtain and maintain E-rate funding for the benefit of Customer throughout the Term. Should the Schools and Libraries Division decline funding for Customer for a particular E-rate year (July 1 through June 30) due to reasons attributable to Customer, Customer agrees to use best efforts to remedy such denial and correctly file for E-rate funding for the next E-rate year.

TRILLION PARTNERS, INC.

"TRILLION"

9208 Waterford Centre Blvd., Suite 150
Austin, TX 78758

By: _____

Print Name: _____

Title: _____

Effective Date: July 1, 2007

ALAMOGORDO PUBLIC SCHOOLS

"CUSTOMER"

Address: 1211 Hawaii Avenue
Alamogordo, New Mexico 88310

By: Mike Harris

Print Name: Mike Harris

Title: Superintendent

Date: January 11, 2008

AMENDMENT TWO**TO SERVICES AGREEMENT EXECUTED EFFECTIVE FEBRUARY 5, 2007**

This Amendment Two ("Amendment") to the Services Agreement executed by the parties effective February 5, 2007 ("Agreement") is made by Trillion Partners, Inc. ("Trillion") and Customer (also referred to as "Alamogordo Public Schools") (collectively, the "parties") effective on the Effective Date indicated below by Trillion. In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

A-1. ENTIRE AGREEMENT. The Agreement and all Exhibits attached thereto shall remain in full force and effect except to the limited extent described in Section A-2 below. This Amendment, and Amendment Two Exhibits A and B attached hereto, constitute the entire amendment with respect to the specific subject matter hereof. No modification or waiver of any provision hereof will be effective unless made in writing and signed by both parties. Any attempted E-Rate SPIN change during the Term without the express prior written authorization of Trillion shall be void. No valid handwritten alterations have been made to the typed print of this Amendment or its Exhibits. This Amendment may be executed in two or more counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Faxed signatures will be relied upon as original signatures in all respects. All signed copies of this Amendment will be deemed originals.

A-2. MODIFICATIONS.

A-2.1 Additional Services. Trillion shall provide the Additional Services described in the attached Amendment Two Exhibit A and the Additional Pricing described in the attached Amendment Two Exhibit B. The Services will be delivered only upon receipt by Trillion of a written request for service, in increments of 100 connections, from Customer, with each such request to be attached hereto and incorporated herein as they are received. The Additional Services shall be provided pursuant to all of the same terms and conditions contained in the Agreement.

A-2.2 Term for Additional Services. This Amendment is coterminous with the end of the Term and applicable Renewal Terms of the Agreement.

A-2.3 Additional Services Commencement Date. The Commencement Date for the Additional Services shall be the date that the Term of this Amendment begins which is the date indicated in writing by the standard certificate of acceptance, completed by Trillion, and signed by Customer and Trillion.

A-2.4 Amendment One Exhibits A and B. Amendment Two - Exhibits A and B are attached hereto and incorporated herein.

TRILLION PARTNERS, INC.**"TRILLION"**9208 Waterford Centre Blvd., Suite 150
Austin, TX 78768By: Print Name: TERRELL A. ROTHTitle: PRESIDENT + CEOEffective Date: 12/18/2007

(NOT SIGNATURE DATE)

**ALAMOGORDO PUBLIC SCHOOLS****"CUSTOMER"**Address: 1211 HAWAII AV
ALAMOGORDO, NM 88310By: Print Name: MIKE HARRISTitle: SUPERINTENDENTDate: 12/18/2007

AMENDMENT TWO – EXHIBIT A

Description of Additional Services

Trillion VoIP Service by Site List

0	0	1,500	0	0	0	0
IN VACUUM COMPRESSION						1,500

*Includes support for fax lines and additional lines requested by the customer

AMENDMENT TWO – EXHIBIT B**Fees for Additional Services**

<u>Service Description</u>	
Service:	Trillion VoIP Services
Estimated E-Rate Discount	Additional connections may be ordered at anytime. The rates per connection may vary.
Total Voice Connections	80%
	1,500

Through June 30, 2008

Voice Services	Month	Annual
Installation Charge Per Connection	\$0.00	\$0.00
Total Service Charge - All Voice Connections	\$17,730.00	\$212,760.00
Total Service Charge per Connection (breakdown) (Not an additional charge)	\$11.82	\$141.84
		\$212,760.00

Beginning July 1, 2008

Voice Services	Before E-Rate	
	Month	Annual
Installation Charge Per Connection	\$0.00	\$0.00
Total Service Charge - All Voice Connections	\$17,730.00	\$212,760.00
Total Service Charge per Connection (breakdown) (Not an additional charge)	\$11.82	\$141.84



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TO SERVICES AGREEMENT
BETWEEN TRILLION PARTNERS, INC. AND ALAMOGORDO PUBLIC SCHOOLS**

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TRILLION PARTNERS, INC.

"TRILLION"

9208 Waterford Centre Blvd., Suite 150
Austin, TX 78758

By: _____

Print Name: _____

Title: _____

TERREN A POTU

PRESIDENT + CEO

S.S.

Effective Date: July 1, 2007

ALAMOGORDO PUBLIC SCHOOLS

"CUSTOMER"

Address: 1211 Hawaii Avenue

Alamogordo, New Mexico 88310

By: _____

Print Name: _____

Title: _____

Mike Harris

Superintendent

Date: January 11, 2008

DESCRIPTION OF SERVICES



Service Description

Service:

Trillion Centrex VoIP Services

Pricing for voice services is quoted on a "Per Voice Port" basis. Voice Ports may be added at any time at Pre-E-Rate \$33 per port per month, subject to Trillion approval, under a separate non E-Rate agreement. Note that customer may seek E-Rate funding for additional voice ports during the next E-Rate application cycle.

Contract Term In Years
Estimated E-Rate Discount
Number of Sites
Total Voice Ports

1, with four optional one-year renewals
80%
18
468

Voice Services	Before E-Rate		After E-Rate	
	Month	Annual	Month	Annual
Installation Charge Per Voice Port	\$0.00	\$0.00	\$0.00	\$0.00
Total Service Charge - All Voice Ports	\$8,490.58	\$101,887.02	\$1,698.12	\$20,377.40
Total Service Charge per Voice Port (breakdown) (Not an additional charge)	\$18.22	\$218.64	\$3.64	\$43.73
Total Service Charge per Site (breakdown) (Not an additional charge)	\$471.70	\$5,660.39	\$94.34	\$1,132.08
Customer Payments to Trillion	\$8,490.58	\$101,887.02		

To enter into the Services Agreement for the Services referenced ON THIS PAGE, sign below.

TRILLION PARTNERS, INC.

"TRILLION"

9208 Waterford Centre Blvd., Suite 150
Austin, TX 78758

By: _____

Print Name: _____

Title: _____

Effective Date: _____

ALAMOGORDO PUBLIC SCHOOLS

"CUSTOMER"

Address: _____

By: _____

Print Name: _____

Title: _____

Date: _____